

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Ciara Love,

Plaintiff,

vs.

Great American Finance Holdings, LLC,

Defendant.

Case No.:

JURY TRIAL DEMANDED

**COMPLAINT AND JURY DEMAND**

NOW COMES THE PLAINTIFF, CIARA LOVE, BY AND THROUGH COUNSEL, BRIAN J. OLSZEWSKI, and for her Complaint against the Defendant, pleads as follows:

**JURISDICTION**

1. Jurisdiction of this court arises under 15 U.S.C. §1681p.
2. This is an action brought by a consumer for violations of the Fair Credit Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).

**VENUE**

3. The transactions and occurrences which give rise to this action occurred in DuPage County, Illinois.
4. Venue is proper in the Northern District of Illinois.

**PARTIES**

5. Plaintiff is a natural person residing in Township of Naperville, DuPage County, Illinois, and is a “consumer” for purposes of the FCRA.
6. The Defendant to this lawsuit is Great American Finance Holdings, LLC (“Great American Finance”), which is a Florida limited liability company that conducts business in the State of Illinois.

7. Equifax Information Services, LLC ("Equifax") is not a party to this suit as Plaintiff and Equifax have settled separately.

### **GENERAL ALLEGATIONS**

8. Great American Finance is inaccurately reporting two tradelines ("Errant Tradelines") with erroneous monthly payment amounts of \$59.00 and \$80.00, respectively. The accounts reflected by the Errant Tradelines are closed with a \$0 balance.

9. The Errant Tradelines should be reported by Great American Finance with a monthly payment of \$0.00. Per credit reporting industry standard and the Credit Reporting Resource Guide, which is the credit reporting manual created by the Consumer Data Industry Association, no furnisher may report monthly payments on a closed account. The current reporting is false and misleading.

10. On July 16, 2019, Plaintiff obtained her Equifax credit disclosure and noticed the Errant Tradelines reporting inaccurately with erroneous scheduled monthly payment amounts.

11. On or about September 4, 2019, Plaintiff submitted a letter to Equifax, disputing the Errant Tradelines.

12. In her dispute letter, Plaintiff explained that the accounts reflected by the Errant Tradelines are both closed with a \$0 balance and that she no longer has an obligation to make monthly payments to Great American Finance. Plaintiff asked Equifax to report both Errant Tradelines with monthly payment amounts of \$0.00.

13. Equifax forwarded Plaintiff's consumer dispute to Great American Finance.

14. Great American Finance received Plaintiff's consumer dispute from Equifax.

15. Great American Finance did not consult the Credit Reporting Resource Guide as part of its investigation of Plaintiff's dispute.

16. On or about October 22, 2019, having not received Equifax's investigation results, Plaintiff obtained her Equifax credit disclosure, which confirmed that Great American Finance failed or refused to report the Errant Tradelines with the monthly payment amount of \$0.00.

17. As a direct and proximate cause of Great American Finance's negligent and/or willful failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, Plaintiff has suffered credit and emotional damages. Plaintiff has also experienced undue stress and anxiety due to Great American Finance's failure to correct the errors in her credit file and her inability to improve her financial situation by obtaining new or more favorable credit terms as a result of Great American Finance's violations of the FCRA.

**COUNT I - NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY  
GREAT AMERICAN FINANCE**

18. Plaintiff realleges the above paragraphs One through Seventeen as if recited verbatim.

19. After being informed by Equifax of Plaintiff's consumer dispute of the scheduled monthly payment amount, Great American Finance negligently failed to conduct a proper investigation of Plaintiff's dispute as required by 15 USC 1681s-2(b).

20. Great American Finance negligently failed to review all relevant information available to it and provided by Equifax in conducting its reinvestigation as required by 15 USC 1681s-2(b) and failed to direct Equifax to report the Errant Tradelines with a \$0.00 monthly payment amount.

21. The Errant Tradelines are inaccurate and create a misleading impression on Plaintiff's consumer credit file with Equifax, to which Great American Finance is reporting such tradelines.

22. As a direct and proximate cause of Great American Finance's negligent failure to perform its duties under the FCRA, Plaintiff has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

23. Great American Finance is liable to Plaintiff by reason of its violations of the FCRA in an amount to be determined by the trier of fact together with reasonable attorneys' fees pursuant to 15 USC 1681o.

24. Plaintiff has a private right of action to assert claims against Great American Finance arising under 15 USC 1681s-2(b).

**WHEREFORE, PLAINTIFF PRAYS** that this Honorable Court grant her a judgment against the Defendant Great American Finance for damages, costs, interest, and attorneys' fees.

**COUNT II - WILLFUL VIOLATION OF THE FAIR CREDIT  
REPORTING ACT BY GREAT AMERICAN FINANCE**

25. Plaintiff realleges the above paragraphs One through Seventeen as if recited verbatim.

26. After being informed by Equifax that Plaintiff disputed the accuracy of the information it was providing, Great American Finance willfully failed to conduct a proper reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to report the Errant Tradelines with a \$0.00 monthly payment amount.

27. Great American Finance willfully failed to review all relevant information available to it and provided by Equifax as required by 15 USC 1681s-2(b).

28. As a direct and proximate cause of Great American Finance's willful failure to perform its duties under the FCRA, Plaintiff has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

29. Great American Finance is liable to Plaintiff for either statutory damages or actual damages she has sustained by reason of its violations of the FCRA in an amount to be determined by the trier of fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and costs she may recover therefore pursuant to 15 USC 1681n.

**WHEREFORE, PLAINTIFF PRAYS** that this Honorable Court grant her a judgment against the Defendant Great American Finance for the greater of statutory or actual damages, plus punitive damages, along with costs, interest, and attorneys' fees.

**JURY DEMAND**

Plaintiff hereby demands a trial by Jury.

/s/ Brian J. Olszewski  
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